



**METROPOLITAN  
TRANSPORTATION  
COMMISSION**

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
TEL 510.817.5700  
TTY/TDD 510.817.5769  
FAX 510.817.5848  
EMAIL [info@mtc.ca.gov](mailto:info@mtc.ca.gov)  
WEB [www.mtc.ca.gov](http://www.mtc.ca.gov)

**February 11, 2015**

**REQUEST FOR PROPOSAL (RFP)**

**Plan Bay Area 2015-2017 Community-Based Outreach**

NOTICE IS HEREBY GIVEN that the Metropolitan Transportation Commission (MTC) invites your organization to submit a proposal to assist MTC and the Association of Bay Area Governments (ABAG) with Plan Bay Area 2015-2017 Community-Based Outreach.

The RFP documents for this project are available for download on the MTC website at <http://procurements.mtc.ca.gov/>. Proposers are responsible for checking the website for any Addenda that may be issued relative to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit an original and one (1) copy, as well as one electronic PDF version, of their proposal by **4:00 p.m., Friday, March 13, 2015**, in accordance with the instructions contained in the RFP. Other key RFP dates are listed in Section V, Consultant Selection Timetable of the RFP.

**MTC Point of Contact**

**Pam Grove, Project Manager**  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
Tel: 510-817-5706  
E-mail: [pgrove@mtc.ca.gov](mailto:pgrove@mtc.ca.gov)

Thank you for your interest.

Sincerely,

  
**Steve Heminger**  
Executive Director

SH:PG

J:\CONTRACT\Procurements\Planning&Analysis\RFPs\FY 14-15\CBO Outreach for PBA\CBO Outreach  
Final.docx

*Amy Rein Worth, Chair*  
Cities of Contra Costa County

*Dave Cortese, Vice Chair*  
Santa Clara County

*Alicia C. Aguirre*  
Cities of San Mateo County

*Tom Azumbrado*  
U.S. Department of Housing  
and Urban Development

*Jason Baker*  
Cities of Santa Clara County

*Tom Bates*  
Cities of Alameda County

*David Campos*  
City and County of San Francisco

*Dorene M. Giacomini*  
U.S. Department of Transportation

*Federal D. Glover*  
Contra Costa County

*Scott Haggerty*  
Alameda County

*Anne W. Halsted*  
San Francisco Bay Conservation  
and Development Commission

*Steve Kinsey*  
Marin County and Cities

*Sam Liccardo*  
San Jose Mayor's Appointee

*Mark Luce*  
Napa County and Cities

*Julie Mackenzie*  
Sonoma County and Cities

*Julie Pierce*  
Association of Bay Area Governments

*Bijan Sartipi*  
California State  
Transportation Agency

*Libby Schnaf*  
Oakland Mayor's Appointee

*James R. Spering*  
Solano County and Cities

*Adrienne J. Tissier*  
San Mateo County

*Scott Wiener*  
San Francisco Mayor's Appointee

*Steve Heminger*  
Executive Director

*Alix Bockelman*  
Deputy Executive Director, Policy

*Andrew B. Freeman*  
Deputy Executive Director, Operations

## TABLE OF CONTENTS

<b>I. MTC AND PROJECT DESCRIPTION .....</b>	<b>1</b>
A. DESCRIPTION OF MTC.....	1
B. PROJECT DESCRIPTION .....	1
<b>II. PROPOSER MINIMUM QUALIFICATIONS .....</b>	<b>2</b>
<b>III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET .....</b>	<b>2</b>
A. SCOPE OF WORK .....	2
B. PERIOD OF PERFORMANCE .....	2
C. BUDGET .....	3
<b>IV. REQUESTS FOR CLARIFICATION OR EXCEPTIONS.....</b>	<b>3</b>
<b>V. CONSULTANT SELECTION TIMETABLE.....</b>	<b>3</b>
<b>VII. FORM OF PROPOSAL.....</b>	<b>5</b>
<b>VIII. PROPOSAL EVALUATION .....</b>	<b>8</b>
A. VERIFICATION OF MINIMUM QUALIFICATIONS.....	8
B. REVIEW FOR GENERAL RESPONSIVENESS.....	8
C. EVALUATION PANEL AND EVALUATION CRITERIA .....	8
D. PROPOSER DISCUSSIONS .....	9
<b>IX. GENERAL CONDITIONS .....</b>	<b>9</b>
A. AWARD .....	9
B. CONTRACT ARRANGEMENTS .....	9
C. SELECTION DISPUTES .....	10
D. PUBLIC RECORDS .....	10
E. KEY PERSONNEL .....	11
F. CONFLICTS OF INTEREST .....	12
G. PERSONALLY IDENTIFIABLE INFORMATION.....	12
H. PRE-AWARD AUDIT .....	12
<b>APPENDIX A.....</b>	<b>13</b>
<b>SCOPE OF WORK .....</b>	<b>13</b>
<b>APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT.....</b>	<b>15</b>
<b>APPENDIX D, STANDARD MTC CONSULTANT CONTRACT .....</b>	<b>16</b>
<b>APPENDIX D-1, INSURANCE REQUIREMENTS .....</b>	<b>30</b>

## **I. MTC AND PROJECT DESCRIPTION**

### ***A. Description of MTC***

MTC was created by the state Legislature in 1970 (California Government Code § 66500 *et seq.*) to serve as the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area.

### ***B. Project Description***

MTC is responsible for regularly updating the Regional Transportation Plan (RTP), a comprehensive blueprint over a 25-year time frame for the development of highway, transit, local roadway, bicycle, and pedestrian facilities.

California Senate Bill 375 (2008) aims to reduce greenhouse gas emissions through the integration of transportation and land-use planning. The law calls upon Metropolitan Planning Organizations (MPOs) in 18 regions in California to develop an integrated transportation, land-use and housing plan known as a Sustainable Communities Strategy (SCS), with the ultimate goal of reducing greenhouse gas emissions for cars and light-duty trucks. In the Bay Area, this involves MTC, as the MPO, and the Association of Bay Area Governments (ABAG) as the region's council of Governments. The first such long-range plan for the San Francisco Bay Area was adopted in July 2013 and is known as *Plan Bay Area*.

MTC and ABAG are currently preparing an update to *Plan Bay Area*. The update is a multi-year planning effort which will be completed in summer 2017. The update to the Plan will be crafted with guidance from local government officials and Bay Area residents to help support a prosperous and globally competitive regional economy, provide for a healthy and safe environment, and produce equitable opportunities for all Bay Area residents. The Plan includes targets or benchmarks for measuring our progress toward achieving these goals. More information about *Plan Bay Area* can be found at the regional agencies' joint web site: [www.planbayarea.org](http://www.planbayarea.org).

MTC continues to work to increase its public outreach and involvement in communities covered by Title VI of the federal Civil Rights Act. Federal planning and environmental justice requirements call for early and continuing public involvement – particularly in low-income, limited-English proficient, and minority communities – on key transportation planning and investment decisions.

MTC, in partnership with ABAG, seeks community-based organizations, not-for-profit organizations, non-government organizations or faith-based organizations (collectively, “Organizations”) to assist MTC in reaching out to and engaging members of their community to participate in the update of *Plan Bay Area*. Five (5) to ten (10) separate contracts may be awarded to a range of Organizations to hold meetings and utilize other techniques to engage their community during the Plan's multi-year outreach.

One objective of the planning process for Plan Bay Area is to provide ample opportunity for low-income communities, limited-English proficient communities, and communities of color to

provide input on critical issues related to how the Bay Area grows, where housing is located to accommodate future population growth, and the transportation network necessary to support the needs of all residents. It is anticipated that the majority of funds from this RFP will be assigned to Organizations engaged with low-income communities or communities of color. MTC and ABAG are particularly interested in partnering with Organizations in communities with 1) high concentrations of poverty, 2) high concentrations of air pollution, or 3) high probability for housing growth and development (which could cause displacement of long-time residents) in order to create a dialogue with the residents in those communities; thus, organizations working within these communities are especially encouraged to submit a proposal. Organizations who work with individuals with limited English proficiency (LEP) are encouraged to submit a proposal. Media Organizations that target reporting that covers issues of low-income residents are also eligible. Organizations working with their local constituents on issues surrounding growth and development are also encouraged to apply. Additionally, Organizations representing youth also are encouraged to apply.

MTC and ABAG are seeking to tap into the expertise and relationships of Organizations that are already active in these communities and enlist their assistance in engaging their community residents. Organizations will be asked to attend meetings with MTC and ABAG staff, attend public meetings, and coordinate and organize meetings and/or events to educate their community about Plan Bay Area.

## **II. PROPOSER MINIMUM QUALIFICATIONS**

Proposals must demonstrate that the firm or team submitting the proposal (“Proposer”) meets the following Minimum Qualifications to be eligible for consideration for this project.

1. Proposer must actively be working with at least one community of Bay Area residents on quality of life issues of importance to that community.
2. Proposer must have a minimum of three years’ experience in organizing and mobilizing their community(ies) around public policy issues.

## **III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET**

### ***A. Scope of Work***

The scope of work for the project is provided in *Appendix A, Scope of Work*. The firm selected to enter into a contract (“Consultant”) will be expected to perform all work and analysis necessary to complete the scope of work.

### ***B. Period of Performance***

MTC expects the work to commence on or about April 8, 2015, and for the work on Tasks 1-2 listed in Appendix A, *Scope of Work* to be completed no later than June 30, 2015, and the work on Tasks 3, 4A, 5, and 6 completed no later than June 30, 2016. Optional Task 4B may be assigned in fiscal year 2016-17, subject to funding availability.

### ***C. Budget***

For the current fiscal year (through June 30, 2015), the maximum budget available for each Organization to attend several educational meetings (completion of Tasks 1-2) is \$2,000. The selected Organizations will receive \$5,000 upon completion of Tasks 3, 4A, 5, and 6 listed in *Appendix A, Scope of Work*, expected to be completed in fiscal year 2015-2016.

Funds may be available for outreach assistance for an additional outreach event (Task 4B) in fiscal year 2016-2017, subject to available budget. Organizations will be expected to assist in an additional outreach event in their community should funds become available.

## **IV. REQUESTS FOR CLARIFICATION OR EXCEPTIONS**

Any requests for clarification of or exceptions to RFP requirements must be received by MTC no later than 4:00 p.m., on Friday, February 27, 2015, to guarantee response or consideration. MTC reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

Any addenda will be posted on MTC's website. All Proposers are responsible for checking the website for any addenda to the bid documents.

## **V. CONSULTANT SELECTION TIMETABLE**

4:00 p.m., on Friday, February 27, 2015	Closing date/time for receipt of requests for modifications/exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFP provisions
<b>4:00 p.m., Friday, March 13, 2015</b>	<b>Closing date/time for receipt of proposals</b>
Week of March 16, 2015	Interviews/Discussions (if held)
Wednesday, April 8 2015	MTC Administration Committee Approval

*\*Interview, award and approval dates are approximates and are subject to change before or after the closing date of the RFP.*

## **VI. SUBMITTAL OF PROPOSALS**

1. Interested Organizations must submit an original and one (1) copy, as well as one electronic PDF version, of their proposal by **4:00 p.m., Friday, March 13, 2015**. **Submission of an electronic copy of the proposal without hard copies will not satisfy the submission requirement.**
2. Proposals are to be addressed as follows:

Attention: Pam Grove  
101 8<sup>th</sup> Street, 3<sup>rd</sup> Floor Receptionist  
Oakland, CA 94607

3. Proposer's name and return address must also appear on the envelope.
4. Proposals will be received only at the address shown above and **no later than the date and time indicated**. MTC is not responsible for deliveries delayed for any reason. Any proposals received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.
5. No proposals submitted solely by email and no faxed proposals will be considered.
6. All proposals, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated**. The timestamp located on the 3<sup>rd</sup> floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of proposals
7. Proposer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.
8. A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Proposer to contract with MTC according to the terms of the proposal for a period of 90 days after the proposals are due to MTC.
9. A proposal may be withdrawn at any time before the date and time when proposals are due by submitting a written request for its withdrawal to the MTC Project Manager.
10. This RFP does not commit MTC to award a contract or to pay any costs incurred by any Proposer in the preparation of a proposal in response to this RFP.
11. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
12. MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers.
13. MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFP.
14. If the selected Proposer fails to enter into a contract with MTC in a timely manner as determined by MTC, in accordance with the terms and conditions of this RFP, MTC reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.

## **VII. FORM OF PROPOSAL**

Proposals must be signed in ink and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the proposal on behalf of the Proposer. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in MTC's sole discretion.

Each proposal must include the following:

### **A. Transmittal Letter**

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the Organization and the name and telephone number of a contact person, if different from the signature. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of any addendum to the RFP. Indicate that the Proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 90 days from the due date for Proposals.

### **B. Title Page**

Proposals must include a title page that includes the RFP subject, the name of the Proposer's Organization, local address, telephone number, name of contact person, contact person's email address, and the date.

### **C. Table of Contents**

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

### **D. Overview and Summary**

This section should clearly convey the Organization's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It should include, but not be limited to, the following:

1. A statement briefly describing:
  - Your Organization's work;
  - Your Organization's qualifications and previous experience in organizing and mobilizing your community(ies) around public policy issues;

- Effective public outreach and involvement strategies your Organization has used in the past, including any technical applications;
  - Your knowledge of, and prior involvement in transportation and/or land use studies or planning efforts;
  - Any ethnic minority groups that are part of the low-income community your Organization represents, including Hispanic/Latino, African American, Asian, Southeast Asian or Native American; and
  - Whether your Organization routinely deals with populations who are of limited English proficiency.
2. Provide a description of the community or group that will be targeted for engagement in this effort. If the community or group is low-income or a community of color, please provide U.S. Census data that shows the ethnicity and demonstrates the low-income status of your community. For the purpose of analyzing regional equity, in the Bay Area the term “low-income” is defined as residents with income below 200% of the federal poverty level as defined by the most recent United States census.

E. <Not Used>

F. Qualifications and References

1. Describe proposed team’s qualifications specific to the requirements set forth in Section II, Proposer Minimum Qualifications and Requirements. Identify the personnel, including subcontractors’ personnel, whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Work attached as *Appendix A*.
2. Identify key personnel (including subcontractor personnel) and briefly discuss individual qualifications to perform each task. Each key personnel resume should not exceed two pages.
3. Provide a list of references (including references for subcontractors) and their contact information.
4. Provide a summary of all contracts your firm (including subcontractors) has held with MTC, MTC SAFE, BATA, BAIFA or BAHA in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

G. <Not Used>

H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix C*).

I. Insurance Provisions

Submit a signed acknowledgement that your Organization agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within ten (10) days of MTC's notice to firm that it is the successful Proposer.

(See Section IX.B of the RFP for how to request exceptions to the minimum insurance requirements.)

J. <Not Used>

K. <Not Used>

L. <Not Used>

M. <Not Used>

## **VIII. PROPOSAL EVALUATION**

### ***A. Verification of Minimum Qualifications***

The Project Manager will review proposals to ensure that each Proposal meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications of this RFP. Proposers failing to meet the Minimum Qualifications will not be considered.

### ***B. Review for General Responsiveness***

The Project Manager, in consultation with MTC's Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section VII, Form of Proposals. Proposers failing to meet the Minimum Qualifications and Requirements listed in this RFP or satisfy the federal Disadvantaged Business Enterprise (DBE) requirements (if applicable), will not be considered responsive. Also, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in the Section VII, Form of Proposal may be considered responsive, if evaluation in every criterion is possible. MTC reserves the right to request additional information from responsive proposers prior to evaluation.

### ***C. Evaluation Panel and Evaluation Criteria***

Responsive proposals will then be evaluated by an evaluation panel of MTC and partner agency staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the MTC Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Attempts by Proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer.

Responsive RFPs will be reviewed by an evaluation panel consisting of staff from MTC, ABAG and other partner agencies based on the following criteria, which are listed in order of relative importance:

1. The Organization's experience in organizing and mobilizing its community(ies) around public policy issues.
2. Knowledge and experience surrounding transportation and land use issues and previous planning efforts.
3. Qualifications of key personnel, particularly in the area of community outreach, community advocacy and public involvement work, including effective oral communication skills.
4. Experience in working with a wide range of ethnic and low-income community members.

5. Location of the community. MTC seeks overall geographic diversity among the selected Organizations.
6. Experience using phone- or computer-based technical apps in outreach strategies.

#### ***D. Proposer Discussions***

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular Proposer (with or without interviews), or to enter into discussions with a “short list” of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a Proposer on the “short list” will be to identify to that Proposer’s specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The Proposer’s project manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A Proposer on the “short list” invited to participate in discussions may be asked to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

### **IX. GENERAL CONDITIONS**

#### ***A. Award***

Any award made will be to the Consultant(s) whose proposal is most advantageous to MTC based on the evaluation criteria defined in Section VIII. If the selected firm fails to enter into a contract with MTC in a timely manner as determined by MTC, in accordance with the terms and conditions of this RFP, MTC reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

#### ***B. Contract Arrangements***

MTC’s Standard Consultant Contract is attached as *Appendix D*. If a Proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept MTC’s standard contract provisions, unless such language is protested in accordance with Section C below.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-1*, within ten (10) days of MTC’s notice that it is the successful Proposer. Requests to change MTC’s insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. MTC will review the

requests and issue an addendum if material changes requested by a prospective Proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements pursuant to the protest provisions of this RFP must be brought to MTC's attention no later than the deadline for protesting RFP provisions or compliance with all material insurance requirements will be assumed.

The contract resulting from this RFP will be firm fixed price, with payment based on MTC's receiving of satisfactory deliverables.

### ***C. Selection Disputes***

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 p.m. on the third day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than 4:00 p.m. on the third day after the date on which the firm is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Executive Director or appropriate MTC Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director or Section Director, as appropriate.

The Section Director responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Consultant by the Executive Director shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Section Director.

Authorization to award an agreement to a particular consultant by MTC shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Section Director, if the decision of the MTC Section Director is appealed, the issuance of MTC's decision.

### ***D. Public Records***

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by

law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to MTC will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any proposal content contains trade secrets or other proprietary information that the proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer may request that MTC withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information submitted under Section \_\_\_ of this RFP, as confidential and shall include the following notice at the front of its proposal:

"The data on the following pages of this proposal marked along the right margin with a vertical line, contain technical or financial information which are trade secrets and/or which, if disclosed, would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used for review by MTC only, but understands that exemption from disclosure will be limited by MTC's obligations under the California Public Records Act. If an agreement is awarded to the Proposer submitting this proposal, MTC shall have the right to use or disclose the data, unless otherwise provided by law. [List pages]."

Failure to include this notice with relevant page numbers shall render any "confidential/proprietary" markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required proposal forms or any cost proposal as confidential. Consequently, any language purporting to render any proposal forms or the cost proposal as confidential or proprietary will be regarded as ineffective and will be disregarded.**

In the event properly marked data is requested pursuant to the California Public Records Act, the Proposer will be advised of the request. If the proposal requests that MTC withhold such data from disclosure and MTC complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify and defend MTC and hold it harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to attorneys' fees that may be awarded to the party requesting such proposer information); and pay any and all costs and expenses relating to the withholding of the Proposer information.

If the Proposer does not mark each page containing proprietary information as confidential, does not include the statement described above at the front of its proposal, and/or does not request that MTC withhold information marked as confidential and requested under the California Public Records Act, MTC shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against MTC or its commissioners, officers, employees or agents in connection with such disclosure.

### ***E. Key Personnel***

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the proposed project team is subject to prior written approval of MTC.

Removal of any key staff persons identified in the proposal without written consent of the Project Manager may be considered a material breach of contract.

***F. Conflicts Of Interest***

By submitting a Proposal, the Proposer represents and warrants that no commissioner, officer or employee of MTC is in any manner interested directly or indirectly in the Proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever MTC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by MTC and the Proposer. After award, the Consultant shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other MTC solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to the Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under the Agreement.

***G. Personally Identifiable Information***

<Not Used>

***H. Pre-Award Audit***

<Not Used>

## **APPENDIX A**

### **SCOPE OF WORK**

Selected Organizations will be required to complete, at a minimum Tasks 1-6 listed below. (Note that an additional round of outreach may be added in a future fiscal year as budget permits.)

- Task 1. Meet with MTC/ABAG staff to gain a basic understanding of Plan Bay Area, the issues that will be discussed at community meetings, special events or other outreach events, and the target audience.
- Task 2. Attend 2015 Plan Bay Area public workshop/hearing in Organization's county in order to further understand the current Plan and the process surrounding its update.
- Task 3. Meet with MTC/ABAG staff to consider and identify the optimum engagement effort for each community. Creative ideas are encouraged in order to gather input from and engage communities in the update of Plan Bay Area through both traditional and non-traditional techniques. The selected Organizations will work together to identify use of low-cost phone- or computer-based technical apps or other techniques that can provide an interactive experience and thus encourage wider participation.
- Task 4. Engage and gather input from the community utilizing the strategy(ies) identified in Task 3 at a key point in the update of Plan Bay Area (timing to be determined by MTC/ABAG staff). The selected Organization will serve as co-host and on-site coordinator for any activities, as appropriate. Organization shall provide appropriate logistical support, including appropriate meeting facilities and equipment, childcare as needed, and appropriate food and beverages. Organization shall produce and distribute appropriate materials to advertise meetings or other outreach. Either MTC or the Organization may facilitate any meetings held.
- Task 4B (Optional) Subject to available budget, additional funds may become available in a future fiscal year to allow selected Organizations to provide an additional outreach effort at another key point in the update of the Plan. The selected Organization will serve as co-host and on-site coordinator for any activities, as appropriate. Organization shall provide appropriate logistical support, including appropriate meeting facilities and equipment, childcare as needed, and appropriate food and beverages. Organization shall produce and distribute appropriate materials to advertise meetings or other outreach. Either MTC or the Organization may facilitate any meetings held.
- Task 5. Provide written summary of comments received for all outreach activities coordinated by the Organization.
- Task 6. Encourage community residents to participate in the 2015 MTC-ABAG Plan Bay Area public workshops. This could be accomplished through presentations at other pre-existing meetings, community groups, church groups, local radio or community-based journalistic advertisements, etc.

Translation services, if needed, will be provided by MTC.

**APPENDIX B**  
**<NOT USED>**

## APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Alicia C. Aguirre	Federal D. Glover	Julie Pierce
Tom Azumbrado	Scott Haggerty	Libby Schaaf
Jason Baker	Anne W. Halsted	Bijan Sartipi
Tom Bates	Steve Kinsey	James P. Spering
David Campos	Sam Liccardo	Adrienne J. Tossier
Dave Cortese	Mark Luce	Scott Wiener
Dorene M. Giacomini	Jake Mackenzie	Amy Rein Worth

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

\_\_\_ YES \_\_\_ NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

\_\_\_ YES \_\_\_ NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

**APPENDIX D, MTC STANDARD CONSULTANT CONTRACT**

*Amy Rein Worth, Chair*  
Cities of Contra Costa County

*Dave Cortese, Vice Chair*  
Santa Clara County

*Alicia C. Aguirre*  
Cities of San Mateo County

*Tom Azumbrado*  
U.S. Department of Housing  
and Urban Development

*Jason Baker*  
Cities of Santa Clara County

*Tom Bates*  
Cities of Alameda County

*David Campos*  
City and County of San Francisco

*Dorene M. Giacomini*  
U.S. Department of Transportation

*Federal D. Glover*  
Contra Costa County

*Scott Haggerty*  
Alameda County

*Anne W. Halsted*  
San Francisco Bay Conservation  
and Development Commission

*Steve Kinsey*  
Marin County and Cities

*Sam Liccardo*  
San Jose Mayor's Appointee

*Mark Luce*  
Napa County and Cities

*Jake Mackenzie*  
Sonoma County and Cities

*Julie Pierce*  
Association of Bay Area Governments

*Bijan Sartipi*  
California State  
Transportation Agency

*Libby Schaaf*  
Oakland Mayor's Appointee

*James P. Spering*  
Solano County and Cities

*Adrienne J. Tissier*  
San Mateo County

*Scott Wiener*  
San Francisco Mayor's Appointee

*Steve Heminger*  
Executive Director

*Alix Bockelman*  
Deputy Executive Director, Policy

*Andrew B. Fremier*  
Deputy Executive Director, Operations



**METROPOLITAN  
TRANSPORTATION  
COMMISSION**

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
TEL 510.817.5700  
TTY/TDD 510.817.5769  
FAX 510.817.5848  
E-MAIL [info@mtc.ca.gov](mailto:info@mtc.ca.gov)  
WEB [www.mtc.ca.gov](http://www.mtc.ca.gov)

**February 10, 2015**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code + Four \_\_\_\_\_

RE: Professional Services Agreement

Dear Consultant

This letter, effective as of \_\_\_\_\_, 201\_ ("Effective Date") is the agreement between **insert name of firm** ("Consultant") and the **Metropolitan Transportation Commission** ("MTC") for the performance of professional services in connection with **Plan Bay Area 2015-2017 Community-Based Outreach** (the "Agreement").

1. It is agreed that Consultant will perform all the services specified in Attachment A, Scope of Work, according to the schedule in Attachment B, Project Payment Schedule, both attached hereto and incorporated herein by this reference.
2. Work will be performed under the direction of Pam Grove, MTC Project Manager or a designated representative (herein "MTC Project Manager") who will approve a work plan prior to your beginning work.
3. Consultant will be compensated for its services in accordance with Attachment B, Project Payment Schedule, attached hereto and incorporated herein by this reference. The maximum amount payable to Consultant, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subcontractors costs (including mark-up), travel, equipment, materials and supplies, and expenses, shall not exceed Seven Thousand Dollars (\$7,000) ("Maximum Payment"). MTC shall make payments to CONSULTANT in accordance with the provisions described in Attachment B.

All invoices shall be submitted electronically via email to MTC at [acctpay@mtc.ca.gov](mailto:acctpay@mtc.ca.gov) or in writing and delivered or mailed to MTC as follows:

Attention: MTC Accounting Section  
Joseph P. Bort MetroCenter  
101 - 8th Street  
Oakland, CA 94607-4700

Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, approved by the MTC Project Manager or a designated representative.

4. The term of the Agreement shall begin on the Effective Date and conclude on June 30, 2016, unless MTC terminates this Agreement earlier as provided below.
5. MTC may terminate the Agreement without cause upon three (3) days' prior written notice. If MTC terminates the Agreement without cause, Consultant will be entitled to payment for costs incurred for incomplete work up to the time of termination, plus reasonable termination costs, not to exceed the maximum amount payable under the Agreement for the incomplete work. If Consultant fails to perform as specified in the Agreement, MTC may terminate the Agreement for cause by advance 10-day written notice, providing Consultant with the opportunity to cure the default or present an acceptable plan for cure within the 10-day period. At the end of the 10-day period, if the default has not been cured or an acceptable plan of cure presented, MTC may issue a notice of termination for default, effective immediately, and Consultant will be entitled only to costs incurred for acceptable work performed in accordance with the Agreement, not to exceed the maximum amount payable under the Agreement for such work.
6. Except for invoices submitted by Consultant, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To MTC:

Attention: Pam Grove  
Metropolitan Transportation Commission  
101 - 8th Street  
Oakland, CA 94607-4700  
Email: [pgrove@mtc.ca.gov](mailto:pgrove@mtc.ca.gov)  
Fax: 510-817-5848

To CONSULTANT:      Attention: Insert Name of Appropriate Person  
                                 Consultant's name  
                                 Consultant's address  
                                 Consultant's address  
                                 Email: X  
                                 Fax: X

7. In performing services under the Agreement, Consultant will be acting as an independent contractor and not as an agent or employee of MTC. Consultant will have no authority to contract in the name of MTC, and Consultant will be responsible for its own acts and those of its agents and employees.
8. Consultant agrees to obtain and maintain at its own expense for the duration of the Agreement the types of insurance listed in Attachment C, Insurance Provisions, Part 1, against claims, damages or losses due to injuries to persons or damage to property or other losses arising in connection with the performance of the Agreement, placed with insurers with a Best's rating of A-VIII or better.
9. To the maximum extent permitted by law, CONSULTANT shall indemnify, keep and hold harmless MTC and those entities (if any) identified as additional insureds in Attachment C, Insurance Provisions, and their commissioners, directors, officers, agents, and employees ("MTC Indemnified Parties") against any and all demands, claims, suits or actions arising out of any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by CONSULTANT caused by any breach of the Agreement or negligent act or omission or willful misconduct of the CONSULTANT or its officers, employees, subconsultants or agents.

CONSULTANT further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the MTC Indemnified Parties, CONSULTANT shall, at its expense, satisfy and discharge the same.

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

10. **Not Used**
11. All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to Consultant by MTC for use by Consultant in the performance of its services under the Agreement shall remain the property of MTC and shall be returned to MTC at the completion or

termination of the Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by your use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by Consultant in the context of the Project shall be the property of MTC and subject to the provisions of the following paragraph.

12. MTC may be required to make available to Consultant certain confidential, non-public or proprietary information (“Confidential Information”) for purposes of carrying out the Project. Confidential Information may be tangible, intangible, visual, oral, written, and/or electronic information, present or future, and includes: (i) proprietary information learned through inspection of drawings, specifications or equipment; (ii) descriptions of proprietary processes, designs, functionality or know-how; (iii) proprietary software, programming data, code or information; and (iv) other information disclosed in writing and marked as “Confidential” or with a similar notice. As between MTC and Consultant, Confidential Information shall remain the sole and exclusive property of MTC, and no license or other rights to Confidential Information or any works deriving from Confidential Information is granted or implied hereby. Confidential Information does not include information that: (a) is now or subsequently becomes generally available to the public through no fault of Consultant; (b) Consultant can demonstrate to have had rightfully in its possession prior to disclosure by MTC or its contractors, vendors or licensors; (c) Consultant rightfully obtains from a third party who has the right to transfer or disclose it; or (d) is required to be disclosed by law or applicable legal process. Consultant agrees to take all necessary and reasonable precautions to maintain the confidentiality of Confidential Information and agrees not to use, copy, distribute or disclose such Confidential Information except for the business purpose underlying this Agreement, except as authorized in writing by MTC. Consultant further agrees to disclose Confidential Information only to its directors, officers, employees and consultants who need to know such information, and who have agreed to be bound by the terms and conditions of this Agreement. Promptly upon the request of MTC, at any time and for any reason, Consultant shall destroy or return to MTC, at MTC’s option, all documents, computer files and other tangible materials that contain Confidential Information. These obligations survive the termination of this Agreement, unless otherwise agreed in writing by MTC.
13. All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products (“Work Products”) prepared or assembled and furnished to MTC by Consultant or its subconsultants pursuant to the Agreement shall be and are the property of MTC. MTC shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subconsultant upon completion or termination of the work shall be immediately

delivered to MTC. Consultant hereby assigns to MTC ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. Consultant also agrees to execute all papers necessary for MTC to perfect its ownership of the entire copyright in the Work Product. Consultant shall be responsible for the preservation of any and all such Work Products prior to transmittal to MTC, and shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to MTC. Notwithstanding the above, Work Products are not intended to include Consultant's pre-existing intellectual property secured, developed, written, or produced by Consultant prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; Consultant shall retain all right, title and interest in any such pre-existing intellectual property.

14. Consultant agrees to retain all documents, working papers, records, accounts and other materials relating to its performance under the Agreement for four years following the fiscal year of the last expenditure under the Agreement or until completion of any litigation, claim or audit, whichever is longer, and MTC may inspect and audit such records during that period of time.
15. No member, officer, employee or agent of MTC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, Consultant further covenants that it has made a complete disclosure to MTC of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of MTC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.
16. Consultant shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement. Consultant shall not engage the services of any subconsultant or independent contractor on any work related to this Agreement if the subconsultant or independent contractor, or any employee of the subconsultant or independent contractor, has an actual or apparent organizational conflict of interest related to

work or services contemplated under this Agreement. If at any time during the term of this Agreement, Consultant becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Consultant shall immediately provide MTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Consultant's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC becomes aware of an organizational conflict of interest in connection with Consultant's performance of the work hereunder, MTC shall similarly notify Consultant. In the event a conflict is presented, whether disclosed by Consultant or discovered by MTC, MTC will consider the conflict presented and any alternatives proposed and meet with Consultant to determine an appropriate course of action. MTC's determination as to the manner in which to address the conflict shall be final.

17. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between MTC and Consultant that cannot be resolved through the informal, good faith efforts of the parties may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. Consultant must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action. The prevailing party in any dispute shall be entitled to payment of its attorneys' fees and costs. This section shall survive the termination or expiration of the Agreement.
18. All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State.
19. Consultant will not assign or subcontract any part of the Agreement without the prior written consent of MTC, and any attempt to do so will be void and unenforceable.
20. This Agreement constitutes the complete agreement between the parties and supersedes any prior written or oral communications. Any amendment of the Agreement must be in writing, specifically identified as an amendment to the Agreement, and signed by both Consultant and the Executive Director of MTC, or his designated representative. The MTC Project Manager is not a designated representative, for purposes of approving an amendment.

If you agree, please sign both copies of this letter in the space provided below and return one to us. The other copy is for your files.

Very truly yours,

Steve Heminger  
Executive Director

**SH: PG**

J:\CONTRACT\Procurements\Planning&Analysis\RFPs\FY 14-15\CBO Outreach for PBA\CBO RD Draft.docx

Accepted and Agreed to this \_\_\_\_\_ day  
of Month ***or*** \_\_\_\_\_, 201\_.

---

insert name and, if known, title

## **ATTACHMENT A**

### **SCOPE OF WORK**

The services to be performed by Consultant shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the following:

**Task 1:**

**Deliverable:**

**Task 2:**

**Etc.**

**ATTACHMENT B**

**PROJECT PAYMENT SCHEDULE**

Payment for CONSULTANT's services shall be due in the firm fixed amounts indicated below, upon acceptance by Project Manager of the following deliverables or milestones, described in detail in Attachment A:

<u>Task</u>	<u>Deliverables (#)/ Milestones</u>	<u>Due Date:</u>	<u>Amount Due</u>
1	(#1)		\$0.00
2	(#2)		\$0.00
			0
	Excel is inside Word Tables. Highlight field, hit F9 or Table Formula = Format \$.		\$0.00 highlight #, hit F9

CONSULTANT shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after MTC's acceptance of such deliverable/milestone.

**ATTACHMENT C**  
**INSURANCE PROVISIONS**

**PART 1**

A. Minimum Coverages. The insurance requirements specified in this section shall cover CONSULTANT's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONSULTANT authorizes to work under this Agreement (hereinafter referred to as "Agents.") CONSULTANT shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

CONSULTANT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, CONSULTANT shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONSULTANT's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONSULTANT or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that CONSULTANT's insurance be primary without right of contribution from MTC. Prior to beginning work under this contract, CONSULTANT shall provide MTC with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.

MTC and those entities listed in Part 2 of this Attachment C (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such

insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Property Insurance. Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement AND materials or property to be purchased and/or installed on behalf of MTC (if any). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.

MTC (and those entities listed in Part 2 of this Attachment C, if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A-VIII or better.

C. Self-Insurance. CONSULTANT's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that MTC seeks coverage as an additional insured under any CONSULTANT insurance policy that contains a deductible or self-insured retention, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONSULTANT, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, CONSULTANT shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional

insureds; and

- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONSULTANT shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONSULTANT’s personnel, subcontractors, and equipment have been removed from MTC’s property, and the work or services have been formally accepted. CONSULTANT must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, CONSULTANT shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to Section 9 of this Agreement.

## PART 2

The following entities are to be named as Additional Insureds under applicable sections of this Attachment C and as MTC Indemnified Parties, pursuant to Section 9 of the Agreement.

Association of Bay Area Governments



## APPENDIX D-1, INSURANCE REQUIREMENTS

**Minimum Insurance Coverages.** Consultant shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-VIII or better.

Yes (√)	<b>Please certify by checking the box below that required coverages will be provided within ten (10) days of MTC's notice to firm that it wishes to contract with the firm.</b>
—	<u>Workers' Compensation Insurance</u> with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.  MTC and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.
—	<u>Property Insurance.</u> Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.  MTC and ABAG, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary

and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A-VIII or better.

Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that MTC seeks coverage as an additional insured under any Consultant insurance policy that contains a deductible or self-insured retention, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Consultant, subconsultant, subcontractor, or any of their employees, officers or directors, even if Consultant or subconsultant is not a named defendant in the lawsuit.

If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, Consultant shall:

1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Consultant's personnel, subcontractors, and equipment have been removed from MTC's property, and the work or services have been formally accepted.

Consultant must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

Prior to commencement of any work hereunder, Consultant shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of this Agreement.

**By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC's notice to firm that it wishes to contract with the firm.**

Representative Name and  
Title

Name of Authorizing  
Official

Authorized Signature

Date

**NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to MTC's attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.**